CONSTITUTION RULES

MAROOCHYDORE SURF LIFE SAVING CLUB INCORPORATED

Review to SLSQ Model Constitution; Associations Incorporation Act 1981; SLSA Regulations

v1.4 Jan 2018 sent to Club Council Survey Monkey for feedback and comment

v1.5 add amendments following Member Feedback Survey

v1.6 add amendments and typographic review R Devlin

v1.7 add BOJA recommendations R Devlin

v.1.8 Clause 12 amended to include SLSA changes to membership categories

v1.9 includes changes to Clause 18.2

v2.0 add recommendations SLSQ & Branch review

v2.1 add amendments R Devlin 2nd review

v2.1 amended consistency of references Constitution = Clauses and By-Laws = Rules SLSQ recommendation

V2.2 Board of Management review 29 Jan 2019 - Final DRAFT for presentation to Club Council

V2.3 includes recommendations Special meeting 02 Feb 2019

V2.4 includes recommendations Special meeting 26 May 2019

V2.5 includes recommendations from Special General Meeting 30 November 2019 and General Meeting 28 December 2019

V2.6 includes amendments and editing completed on 22 March 2020

V 2.7 includes latest version of the Club Constitution endorsed at the AGM held on 01 August 2020

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NAME OF ASSOCIATION

The name of the Association is Maroochydore Surf Life Saving Club Incorporation.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution unless the contrary intention appears:

Act means the Associations Incorporation Act 1981 (Qld).

Advisor means the nominated person who provide advice to a Board on a particular field or subject. An Advisor is elected to the nominated role at the Annual General Meeting. It is a non-voting position.

Association means Maroochydore Surf Life Saving Club Incorporated.

Board of Management means the body managing the Association and consisting of the Directors under Clause 29.3.

Board means the Officers elected to Board positions identified in Clause 29.3.

Branch means Sunshine Coast Branch which includes the affiliated Surf Life Saving Clubs and their Members within the boundaries of that Branch as defined by SLSQ and the Branch.

Budget refers to Expense Budget which is prepared by the Director of Finance and Resources, based on estimated income and expenses associated with the Association's operations for the forthcoming financial year. The Expense Budget shall be prepared and submitted each May for Board of Management approval.

By-Laws means any By-Laws made by the Board under Clause 33.

Clause references a definition with the Club's Constitution.

Club means all the registered, financial Members as defined in Clause 11.2, and the affiliated Auxiliary Organisations.

Club Council means the body consisting of the President and elected Officers and all members of the Association with voting rights in accordance with Clause 11.3.

Constitution means the Constitution of the Maroochydore Surf Life Saving Club Inc. (Association) as amended from time to time.

Delegate means the person appointed from time to time to act for and on behalf of the Association.

Dispute or **Grievance** means a situation where a Member may disagree with another Club Member and/or a Club decision, and the matter remains unresolved. To maintain good relationships with the Membership the dispute is dealt with at an early stage; through a negotiation process between the parties and the Disputes Committee. An unresolved dispute may be formalised and directed to the Board of Management for reference to the Judiciary Committee at the recommendation of the Disputes Committee.

Director means a member of the Board of Management elected in accordance with this Constitution.

Financial Record is a formal record of the financial activities and position of the Association. It provides information about the financial position, performance and charge to the Association.

Financial Year means the year ending 30 April in each year.

Formal Dispute means:

(a) a dispute lodged in writing by a Member accompanied by a request the dispute be referred to the Club Judiciary Committee; or

(b) a dispute received from a Member which the President considers should be referred to the Club Judiciary Committee.

However, this does not include any grievance about any decision of the Executive Committee, a decision of the members made at any Special, General or Annual General meeting, nor the provisions of any By-law that may be issued.

General Manager means the person appointed and directed by the Board of Management to provide day-to-day management of the Club's operations. This is a non-voting position.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment, images (including photographs, television, videos or films) or service marks (whether registered or registrable) relating to the Association or any championship, competition, series or event or Surf Life Saving activity of or conducted, promoted or administered by the Association.

Life Member means an individual granted Life Membership of the Association under Clause 11.2(d)(iii). A Life Member is entitled to be elected as a "Life Members' Representative" on a Board at each Annual General Meeting.

Life Member Research Advisor means the Life Member responsible for researching and maintaining a register of eligible Members for consideration for Club Life Membership.

Member means a registered Member of the Association who is subject to the jurisdiction of the Club. A Member can only include Junior Activity Member; Past Active Member; Associate Member; Cadet Members; Active Members; Reserve Active Members; Award Members; Long Service Members; Life Members; Associate Members; and Honorary Vice-President Members of the Association all of which categories are defined in this Constitution or the By-Laws.

Minutes Secretary of a Board or Committee means the person appointed to perform the duties of Secretary of that inferior Board or Committee. The Secretary of the Board of Management shall be the Club's elected Director of Administration and Membership as defined in the Act.

Notice means the written advice to a Member or party compelling them to be aware of a process affecting their Association rights, obligations or duties.

Objects means the objects of the Association under Clause 2.

Officer means a Member elected to a position on a Board.

Penalising Authority of the Club shall be vested in the following: Club Council, Board of Management, President, Carnival Committee, and Judiciary Committee.

President means the President for the time being of the Association.

Plenary means a meeting called by the Board Director fully attended by all Members of the Board, i.e., elected Officers and Advisors.

Proxy means a person who is designated by another to represent that individual at a meeting or before a public body.

Reference includes any complaint against a Member of the Club brought by any person, and any dispute as to rights of membership under this Constitution.

Regulations means the SLSA regulations as set from time to time.

Rules references a clause in the By-Laws.

Seal means the Common Seal of the Association and includes any official seal, in accordance with Appendix A to the Constitution.

Season is also referred as Year, as defined hereunder.

Secretary means, where the words the "Director of Administration and Membership" appear in this document and shall be acknowledged to refer to the Secretary as defined in the Act.

SLSA means Surf Life Saving Australia Limited.

SLSQ means the body recognised by SLSA as the body administering Surf Life Saving in Queensland.

Skills Maintenance refers to the annual checks on the practical and theory components of a Member's Award to confirm currency of requirements at a point in time. This is known as the Member's Skills Maintenance assessment.

Special Resolution means a resolution passed in accordance with the Act.

State means and includes a State or Territory of Australia.

Surf Life Saving Club means a Surf Life Saving club which is a member of, or otherwise affiliated with, SLSQ or SLSA.

Surplus Assets means, in relation to the incorporated Association, the assets after payment of the debts and liabilities remaining on a winding-up of the incorporated Association and the costs, charges and expenses of the winding-up.

Treasurer means, where the words the "Director of Finance and Resources" appear in this document and shall be acknowledged to refer to the Treasurer as defined in the Act.

Year (also referred to as Season) shall mean in the case of:

(a) Patrol and Skills Maintenance Obligations occurs in the period between 1 January and 31 December in any one year;

(b) Competition and Age Classification occurs in the period between 1 October in any one year and 30 September in the year following;

(c) Membership Year is the period between 01 July in any one year and 30 June in the year following.

1.2 Interpretation

In this Constitution:

(a) a reference to a function includes a reference to a power, authority and duty;

(b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;

(c) words importing the singular include the plural and vice versa;

(d) words importing any gender include the other genders;

(e) references to persons include corporations and bodies politic and any legal personal representatives, successors and permitted assigns of that person;

(f) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them, whether of the same or any legislative authority having jurisdiction; and

(g) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

1.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

1.4 Expressions in the Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.

1.5 Sole Purpose

The Association is established solely for the Objects.

1.6 Model Rules

The Model Rules under the Act are expressly displaced by this Constitution.

2. OBJECTS OF ASSOCIATION

The Association is a charitable community service-based institution. The objects for which the Association is established are to:

2.1 provide for the conduct, encouragement, promotion and administration of Surf Life Saving throughout Maroochydore;

2.2 participate as a Member of the Branch, SLSQ and SLSA through and by which Surf Life Saving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;

2.3 ensure the maintenance and enhancement of the Association, Branch, SLSQ, Surf Life Saving Clubs, SLSA, and Surf Life Saving, its standards, quality and reputation for the benefit of the Members and Surf Life Saving;

2.4 at all times promote mutual trust and confidence between the Association, Branch, SLSQ, Surf Life Saving Clubs, SLSA, and the Members in pursuit of these objects;

2.5 at all times act on behalf of and in the interest of the Members and Surf Life Saving;

2.6 promote the economic and community service success, strength and stability of the Association, Branch, SLSQ, Surf Life Saving Clubs, SLSA, and Surf Life Saving in general;

2.7 affiliate and otherwise liaise with Branch, SLSQ and SLSA, in the pursuit of these objects and the objects of Surf Life Saving;

2.8 conduct, encourage, promote, advance and control Surf Life Saving in Maroochydore, its many aspects devoted to aquatic safety and management and the preservation of life in the aquatic environment;

2.9 conduct or commission research and development for improvements in methods of Surf Life Saving and equipment used and in all ways to improve and safeguard the use of the aquatic environment;

2.10 use and protect the Intellectual Property of the Association, Branch, SLSQ and SLSA;

2.11 apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;

2.12 promote the involvement and influence of standards, techniques, awards and education with bodies involved in Surf Life Saving;

2.13 strive for governmental, commercial and public recognition of the Association as the authority on aquatic safety and management in Maroochydore;

2.14 promulgate, and secure uniformity in, such rules as may be necessary for the management and control of Surf Life Saving and related activities and the preservation of life in the aquatic environment;

2.15 further extend the operations and teachings of the Association throughout Maroochydore;

2.16 further develop Surf Life Saving into an organised institution and with these objects in view, to foster, regulate, organise and manage assessments, competitions, displays and other activities and to issue badges, medallions, certificates and award trophies to successful Members;

2.17 review and/or determine any matters relating to Surf Life Saving which may arise, or be referred to it, by any Member;

3.18 pursue through itself or other such commercial arrangements, including sponsorship and marketing opportunities as are appropriate, to further the interests of Surf Life Saving in Maroochydore;

2.19 adopt and implement appropriate policies, including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in Surf Life Saving;

2.20 represent the interests of its Members and of Surf Life Saving generally in any appropriate forum in Maroochydore;

2.21 have regard to the public interest in its operations;

2.22 do all that is reasonably necessary to enable these objects to be achieved and to enable the Members to receive the benefits which these objects are intended to achieve;

2.23 ensure that environmental considerations are taken into account in all surf lifesaving and related activities conducted by the Association;

3.24 promote the health and safety of Members and all other users of the aquatic environment;

2.25 encourage Members to realise their potential and athletic abilities by extending to them the opportunity of education and participation in Surf Life Saving competition and to award trophies and rewards to successful competitors;

2.26 encourage and promote performance-enhancing drug free competition;

2.27 establish, grant and support awards to Members and others, in honourable public recognition of hard and meritorious rescues from the sea, deeds of exceptional bravery from time to time performed in the course of Surf Life Saving and other distinguished services and acts;

2.28 give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavour other than Surf Life Saving;

2.29 seek and obtain improved facilities for the enjoyment of the aquatic environment in Maroochydore;

2.30 promote uniformity of laws for the control and regulation of the aquatic environment in Maroochydore and to assist authorities in enforcing these laws;

2.31 effect such objects as may be necessary in the interests of Surf Life Saving and the aquatic environment in Maroochydore; and

2.32 undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

3. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Association has, in addition to the powers and functions under the Act, the legal capacity and powers of a company limited by guarantee as set out under Section 124 of the Corporations Act.

4. APPLICATION OF INCOME

(a) The income and property of the Association shall be applied solely towards the promotion of the Objects.

(b) Except as prescribed in this Constitution:

(i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and

(ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.

(c) Nothing contained in Clauses 4(b)(i) or 4(b)(ii**)** shall prevent payment in good faith to any Member for:

(i) any services actually rendered to the Association whether as an employee or otherwise; or

(ii) goods supplied to the Association in the normal course of operation; or

(iii) interest on money borrowed from any Member; or

(iv) rent for premises demised or let by any Member to the Association; or

(v) any out-of-pocket expenses incurred by the Member on behalf of the Association; provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm’s length in a similar transaction.

5. LIABILITY OF MEMBERS

The liability of the Members of the Club is limited.

6. MEMBERS' CONTRIBUTIONS

Every Member of the Club undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which the Member

ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar ($1.00).

7. DISTRIBUTION OF DGR PROPERTY ON REVOCATION OF DGR OR WINDING UP

If the organisation is wound up or its endorsement as a deductible gift recipient (DGR) is revoked (whichever occurs first), any surplus of the following assets shall be transferred to Surf Life Saving Queensland or if that Association is no longer a deductible gift recipient or has ceased to exist, to another Surf Life Saving body or organisation to which income tax deductible gifts can be made:

(a) Gifts of money or property for the principal purpose of the organisation; and/or

(b) Contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and/or

(c) Money received by the organisation because of such gifts and contributions.

Such deductible gift recipient charity will be determined by the Members at or before the time of dissolution.

8. DISTRIBUTION OF PROPERTY ON WINDING UP

8.1 This rule will apply if the Association:

(a) Is wound up under part 10 of the Act; and

(b) Has surplus assets after satisfying Clause 8.

8.2 The surplus assets must not be distributed among the Members of the Association.

8.3 The surplus assets must be given or transferred to Surf Life Saving Queensland or if that Association has ceased to exist to another Surf Life Saving body or organisation:

(a) having objects similar to the Association's objects; and

(b) the rules of which prohibit the distribution of the entity's income and assets to its members.

8.4 In the rule surplus assets has the same meaning as in Section 92(3) of the Act.

9. ASSOCIATION'S CONSTITUTION

9.1 Constitution of the Association

The Constitution will clearly reflect the objects of SLSQ and shall generally conform with the SLSQ Constitution, subject to any requirements in the Act, and at least to the extent of:

(a) the objects of SLSQ;

(b) the structure and membership categories of SLSQ;

(c) recognising SLSA as the peak body for Surf Life Saving in Australia, in accordance with the SLSA Constitution;

(d) recognising SLSQ as the peak body for Surf Life Saving in Queensland;

(e) recognising SLSA as the final arbiter on matters pertaining to Surf Life Saving in Australia, including disciplinary proceedings; and

(f) any other such matters as are required to give full effect to the SLSQ Constitution.

9.2 Compliance of Association

The Members acknowledge and agree the Club shall:

(a) be or remain incorporated in Queensland;

(b) appoint a Delegate annually to represent the Club at meetings of the Branch;

(c) nominate such other persons as may be required to be appointed to Branch committees from time to time under this Constitution or the Branch constitution or otherwise;

(d) forward to SLSQ a copy of its constituent documents and details of its Directors;

(e) adopt the objects of SLSQ (in whole or in part as are applicable to the Association) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the SLSQ constitution;

(f) apply its property and capacity solely in pursuit of the Objects and of Surf Life Saving;

(g) do all that is reasonably necessary to enable the Objects to be achieved;

(h) act in good faith and loyalty to ensure the maintenance and enhancement of Surf Life Saving, its standards, quality and reputation for the benefit of the Members and Surf Life Saving;

(i) at all times act on behalf of and in the interests of the Members and Surf Life Saving; and

(j) by adopting the objects of SLSQ, abide by the SLSQ Constitution.

9.3 Operation of Constitution

The Club and the Members acknowledge and agree:

(a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Surf Life Saving are to be conducted, promoted, encouraged, advanced and administered throughout Maroochydore;

(b) to ensure the maintenance and enhancement of Surf Life Saving, its standards, quality and reputation for the benefit of the Members and Surf Life Saving;

(c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Surf Life Saving and its maintenance and enhancement;

(d) to promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;

(e) to act in the interests of Surf Life Saving and the Members;

(f) where the Club considers or is advised that a Member has allegedly:

    (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, or any resolution or determination of the Club; or

    (ii) acted in a manner prejudicial to the Objects and interests of the Club and/or Surf Life Saving; or

    (iii) brought themselves, the Club, any Surf Life Saving Club or Surf Life Saving in general into disrepute; the Association may after allowing the Member a reasonable opportunity to explain, adjudicate and if necessary, penalise the Member with such penalty as it thinks appropriate.

10. OPERATION OF THE SLSQ CONSTITUTION

(a) The Club will take all steps to ensure its Constitution is in conformity with the SLSQ constitution at least to the extent set out in Clause 9.1 and in respect of those matters set out in Clause 9.1 shall ensure this Constitution is amended in conformity with future amendments made to the SLSQ Constitution, subject to any prohibition or inconsistency in the Act;

(b) The Club shall provide to SLSQ a copy of its Constitution and all amendments to this document. The Association acknowledges and agrees that SLSQ has power to veto any provision in this Constitution which, in SLSQ's opinion, is contrary to the objects of SLSQ.

11. MEMBERS

11.1 Composition

The composition of the Club shall consist of its Officers, Active Members, Past Active Members, Reserve Active Members, Award Members, Long Service Members, Life Members, Cadet Members, Associate Member, Associate Member, Junior Activity Members, Probationary Members, and Honorary Vice-President Members of the Association, all of which categories are defined in this Constitution or the By-Laws and membership shall be unlimited.

11.2 Membership

The membership of the Club shall consist of the following primary categories of individual membership:

(a) **Junior Membership** which includes the following sub-membership categories:

(i) **Junior Activities Membership ("Nipper")**

a. A Junior Activity Member shall be a person who shall be a minimum age of five (5) Years up to a maximum age of thirteen (13) Years and such person shall be required to gain the relevant Surf Education Certificate for that person's age group. Junior Activity Members shall not have voting rights.

b. The key focus for five and six-year old Junior Activity Members will be play participation and fun. Guidelines which support this focus will include:

i. Beach activities that emphasise games and group activities;
ii. Water activities to be limited to shallow water near the water's edge; and
iii. No competition for these age groups other than that involved in fun games.

(ii) **Cadet Membership**

A Cadet Member shall be a Member of the age qualification as defined in SLSA's Manuals, i.e., Under 15 Years and who has obtained the Surf Rescue Certificate or has passed an annual Skills Maintenance test. Cadet Members shall not have voting rights.

(b) **Active Membership** which includes the following sub-membership categories:

(i) An Active Member shall:

a. be a Bronze Medallion holder;

b. fulfil patrol and Club obligations, as provided by SLSA and this Constitution;

c. qualify in an annual Skills Maintenance test unless the Member has obtained their Bronze Medallion in that season;

d. have the right to be present, to debate and to vote at General Meetings.

(ii) **Reserve Active Membership**

Reserve Active Membership may be granted to Active Members who have satisfactorily completed (from the gaining of the Bronze Medallion) at least eight (8) years of patrols, where a minimum of 35 hours of rostered patrols were performed. Reserve Active Membership shall not be automatic but shall be granted by resolution of the Board of Management.

Reserve Active Members shall:

(a) perform a minimum of 12 patrols hours per season; and

(b) shall complete the annual Skills Maintenance test; and

(c) provided clause (a) and (b) are met shall have the right to be present, to debate and to vote at General Meetings.

(iii) **Award Membership**

Award Membership may be granted to persons who hold an SLSA Award of one, or more, of the following qualifications: Surf Rescue Certificate, First Aid Award, Radio Award, Emergency Care Awards (or equivalent).

Such Members may be called upon to perform patrol and/or other Club obligations within the scope of their qualifications.

Such Members shall have the right to be present at General Meetings.

Award Members shall not have voting rights unless elected to office or to a position which is provided with voting rights by this Constitution.

(c) **Associate Membership** which includes the following sub-membership categories:

(i) **General Membership (General Member)**

General Membership may be granted to persons who may or may not hold an SLSA Award and have completed a minimum of 25 hours of documented Club duties in the preceding season. Duties may include Junior Activity Age Manager, Water Safety, Competition Official, Volunteer Coach, BBQ worker and other duties as determined by the Board of Management.

(ii) **Associate Membership**

Associate Membership may be granted to persons who may or may not hold an SLSA award.

Associate Members shall have a joining and/or annual membership fee substantially greater than fees of other categories of membership.

(iii) **Probationary Membership**

Probation membership shall be the designation of any person for the time period between applying for membership and the gaining of an Award and/or the granting of a formal category of membership by the Board. Probationary Members shall not have voting rights.

(iv) **Past Active Membership**

A financial Member who holds a Bronze Medallion and/or an Award, and has been an active patrol Member for the previous three (3) years, may be granted Past Active Membership by the Board of Administration and Membership and endorsed by the Board of Management, if this Member subsequently is unable to complete patrol duties as required.

Past Active Members through a majority vote of their membership may, from time to time, assign a name to their membership purporting to identify their membership category within the Club upon endorsement by the Board of Management.

Past Active Members shall not have voting rights unless elected to office or to a position which is provided with voting rights in the Club Constitution.

Past Active Members shall not be entitled to count any years in the alternative category as service for qualifying for Reserve Active or Long Service Membership.

Note that Associate Members shall not have voting rights unless elected to office or to a position which is provided with voting rights by this constitution.

(d) **Honorary and Service Membership** which includes the following sub-membership categories:

(i) **Long Service Membership**

Long Service Membership may be granted to Active Patrol Members who hold a Bronze Medallion and have completed ten (10) years active service; or to Reserve Active Members who have completed eight (8) years active service plus four (4) years Reserve Active service; and have performed a minimum of 350 hours of rostered patrol aggregated over ten) 10 years. A minimum of 25 hours must be performed each season.

Members may also be recognised as Long Service Members if, in the opinion of the Board of Management, Award Members who do not hold a Bronze Medallion, have completed the equivalent period of patrol service to the Club as an Award Member of the Club, but have retired from service.

Should a Member join from another Surf Life Saving Club where they are a Long Service Member then such a Member's Long Service may be recognised by the Club subsequent to the completion of two (2) voluntary patrol duties, or equivalent in the year of transfer to the Club.

Such Members may be exempted from all patrol obligations and may be granted other special privileges of Membership as determined by the Board of Management.

Long Service Members have the right to be present, to debate and to vote at General Meetings.

(ii) **Honorary Vice-President Membership**

Honorary Vice-President Membership may be granted to persons who contribute to the Club by way of donation (financial and service), sponsorship including Perpetual Club Awards and the like within a financial year.

The list of proposed Honorary Vice-Presidents shall be prepared by the Director of Administration and Membership and Director of Marketing and Promotion in consultation with the President, General Manager and Life Governors.

Members may nominate a person to be considered for Honorary Vice-President Membership on the day of the General Meeting.

The Honorary Vice-President Membership listing shall be presented at the half-year General Meeting for review by the Club Council and written into the Annual Report for the year of that contribution.

Honorary Vice-Presidents shall be advised in writing of their appointment. They shall receive regular communications from the Club as appropriate.

Honorary Vice-President Members shall not have voting rights.

(iii) **Life Membership**

a. The Board of Management may recommend to the Annual General Meeting any member who has displayed exemplary behaviour and rendered long and distinguished service to the Association, the Club and Surf Life Saving, where such service is deemed to have assisted the advancement of the Association, the Club and Surf Life Saving in an active and/or administrative capacity for a minimum period of fifteen (15) years, be appointed as a Life Member;

b. Life Members shall have the right to hold office, to be present, to debate and to vote at General Meetings.

11.3 Voting Rights

Membership voting rights shall be limited to Active, Reserve Active, Long Service, Life Members and members elected to office or to a position which is provided with voting rights by the Constitution and are current financial members of the Club.

11.4 Dual Membership

In relation to Dual or Multi-Club Membership the following shall apply:

(a) Any Member of a Club may be admitted as a Member of another Club or Clubs, providing such Member has a 'Clearance' as provided for in SLSA's Clearances Policy;

(b) Any competing Member shall not participate in any Inter-Affiliated Club competition as a representative of more than one Club during any one competition season unless and until their "Competitive Rights" have been transferred as provide for in SLSA's "Competitive Rights Transfer" Policy;

(c) Any competing Member who is a Member of more than one club shall be entitled to complete in Intra-Club (internal Club) events of all such Clubs.

11.5 Restriction on Membership

In relation to membership restriction the follow shall apply:

(a) Any non-financial, suspended or expelled Member of the Club shall not knowingly apply to join another Club, nor shall a Club knowingly admit to membership nor retain in membership any past or present member of the Club who is indebted in any way to, or has been suspended or expelled from, any Club;

(b) Should a bona fide Member of more than one Club be completely suspended or expelled by the Club they shall not be allowed to compete in any competition conducted by any Club of which the person is a Member, or by the Association;

(c) All applications for membership of the Club shall be available to persons provided that Active Membership shall be limited to holders of the Bronze Medallion and/or Surf Life Saving Awards, and subject to an annual Skills Maintenance test;

(d) A Member of a Surf Life Saving Organisation affiliated with International Life Saving may be accepted as a Member of the Club provided that the Member complies with all the conditions for membership of this Association and its Manuals.

11.6 Patrol Obligation Policy

Members recognise the obligation of all appropriately qualified and proficient Members to perform patrol duties and/or other duties within the Club structure. The Club may develop and implement policies from time to time that provide patrol exemption for some Members.

Refer to By-Law 1 Patrol Rules.

12. SUBSCRIPTIONS AND FEES

Membership fees for each category of membership is the amount decided by the Board of Management and not the membership. Should Members seek to interfere or assume responsibility for the setting of fees and/or Budgets, they risk potential liability.

The annual membership fees payable by Members to the Association shall be due on 01 July each year and the manner of payment shall be as determined by the Board of Management from time to time.

The membership fee amount will remain as prescribed until 30 September each year. After that date, a Membership Fee Surcharge will apply.

12.1 Membership Fee Surcharge

An application for membership by an individual Applicant must be:

(a) in respect of the categories of Membership described in Clause 11.2 (a)-(d) initial applications for membership may be received at any time in the season, without membership fee surcharge;

(b) In respect of renewals of membership for the categories of membership described in Clause 11.2 (a)-(d), membership applications received after 31 October shall incur a fee surcharge;

(c) The Board of Management shall set the amount of the surcharge each season for each category of membership.

13. MEMBERSHIP APPLICATION

13.1 Application for Membership

An application for membership by an individual Applicant must be:

(a) submitted by the Applicant on the form prescribed from time to time by SLSA and lodged with the Association; or

(b) submitted online via the authorised membership portal and/or in accordance with the process (if any) as prescribed by the Board from time to time; and

(c) accompanied by the appropriate fee, if any.

13.2 Admission and Rejection of Members

(a) At the next meeting of the Board after the receipt of any application and the fee applicable for any class of membership, such application shall be considered by the Board of Management who thereupon determine the admission or rejection of the

Applicant. The Board of Administration and Membership may make recommendations for the assistance of the Board;

(b) Any applicant who receives a majority of the votes of the Members of the Board of Management present at the meeting at which such application is being considered shall be accepted as a Member to the class of membership applied for;

(c) Upon the acceptance or rejection of an application for any class of membership, The Director of Administration and Membership shall forthwith give the applicant notice in writing of such acceptance or rejection.

13.3 Termination of Membership

(a) If a Member:

(i) is convicted of an indictable offence; or

(ii) fails to comply with any of the provisions of the Clauses; or

(iii) has membership fees in arrears for a period of two months or more; or

(iv) conducts themselves in a manner considered to be injurious or prejudicial to the character or interests of the Club, the Board of Management shall consider whether their membership shall be terminated;

(b) The Member concerned shall be given a full and fair opportunity of presenting their case and, if the Board of Management resolves to terminate their membership, it shall instruct, accordingly, the Director of Administration and Membership to advise the Member in writing.

13.4 Disciplinary Measures

(a) Disciplinary action may result should a Member apply pressure on any other Member to obtain any form of benefit on the grounds of any difference or otherwise in gender;

(b) Disciplinary action may result should a Member place any other Member under any moral obligation or moral standing for whatever purpose;

(c) Any Member suspected of any breaches of Club Rules may be required to attend a Board of Management meeting to show cause as to why disciplinary action should not be taken as provided in the Club Constitution and By-Laws, or if of a criminal nature is to be referred to the Police for their investigation;

(d) Notwithstanding the foregoing, Members may be required to attend Judiciary Committee meetings should they be the subject of an alleged breach of conduct.

13.5 Public Liability Insurance

The Board of Management must ensure that as soon as possible after the Applicant applies to become a Member of the Association, and before the Board considers the application, the person is advised of the amount of public liability insurance held by the Association.

13.6 Discretion to Accept or Reject Application

(a) The Board of Management may accept or reject an application whether the Applicant has complied with the requirements in Clause 13.1 or not, and shall not be required or compelled to provide any reason for such acceptance or rejection;

(b) Where the majority of the Directors on the Board of Management accepts an application the Applicant shall, subject to notification to SLSQ, become a Member;

(c) Membership of the Association shall be deemed to commence upon acceptance of the application by the Association. The Register shall be updated accordingly as soon as practicable;

(d) If the Association rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Association. No reasons for rejection need be given;

(e) The Applicant has the right of appeal to Club Council.

13.7 Re-Application

(a) Members must re-apply for membership of the Association in accordance with the procedures set down by the Association from time to time;

(b) Upon re-application, a Member must provide details of any change in their personal details, and any other information reasonably required by the Association.

13.8 Deemed Membership

(a) All individuals who are, prior to the approval of this Constitution, Members of the Association shall be deemed Members of the Association from the time of approval of this Constitution under the Act;

(b) The Members shall provide the Association with such details as may be required by the Association under this Constitution within one month of the approval of this Constitution under the Act;

(c) Any Members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under Clause 13.2(b), shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

14. REGISTER OF MEMBERS

14.1 Register

The Association shall keep and maintain a Register in which shall be entered (as a minimum):

(a) full name, address, category of membership and date of entry of the name of each Member and the current status of that Member, the Awards they hold and whether or not they are proficient in each of those Awards;

(b) full name, address and date of entry of the name of each Director and Delegate;

(c) Members shall provide notice of any change in the required Member details to the Association within one month of such change;

(d) SLSA's database (Surf Guard) may be used as the Register of Members.

14.2 Inspection of Register

Subject to confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, Director or Delegate, shall be available for inspection (but not copying) by Members, upon reasonable request.

14.3 Use of Register

Subject to confidentiality considerations and privacy laws, the Register may be used by the Association to further the Objects, as the Board considers appropriate.

14.4 Right of SLSQ to Register

The Association shall provide a copy of the Register at a time and in a form acceptable to SLSQ and shall provide regular updates of the Register to SLSQ. The Association agrees that SLSQ may utilise the information contained in the Register and the Register itself to further the objects of SLSQ, subject always to confidentiality considerations and privacy laws.

15. EFFECT OF MEMBERSHIP

(a) Members acknowledge and agree that:

(i) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and By-Laws, the SLSQ Constitution and Regulations and the SLSA Constitution and Regulations;

(ii) they shall comply with and observe this Constitution and the By-Laws, and any determination, resolution or policy which may be made or passed by the Board of Management or any other entity with delegated authority;

(iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Association, SLSQ and SLSA;

(iv) the Constitution and By-Laws are necessary and reasonable for promoting the Objects, particularly the provision of emergency services rescuing people in peril and the protection of Surf Life Saving as a community service in Maroochydore;

(v) they are entitled to all benefits, advantages, privileges and services of Association membership;

(vi) the Club shall provide separate accommodation and amenities for male and female Members, in accordance with Building Codes and other authorities relevant to accommodation codes.

(b) Neither the membership of Association nor this Constitution gives rise to:

(i) any proprietary right of Members in, to or over the Association or its property or assets;

(ii) any automatic right of a Member to renewal of their membership of the Association; and

(iii) subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution.

(c) A right or obligation of a person by reason of their membership of the Association:

(i) is not capable of being transferred or transmitted to another person; and

(ii) terminates upon cessation of membership whether by death, refusal resignation or otherwise.

16. DISCONTINUANCE OF MEMBERSHIP

16.1 Notice of Resignation

A Member, having paid all arrears of fees payable, may resign from the Club at any time by giving notice in writing to the Director of Administration and Membership. Such resignation shall take effect at the time such notice is received by the Director of Administration and Membership unless a later date is specified in the notice when it shall take effect on that later date.

16.2 Failure to Re-Apply

If a Member has not re-applied for membership with the Association within one month of reapplication falling due, their membership will be deemed to have lapsed from that time. The Register shall be amended to reflect any lapse of membership under this Clause 16.2 as soon as practicable.

16.3 Member to Re-Apply

A Member whose membership has been discontinued or has lapsed under Clause 16.2:

(a) must seek renewal or re-apply for membership in accordance with this Constitution; and

(b) may be re-admitted at the discretion of the Board of Management.

16.4 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any surf lifesaving equipment or other property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately.

16.5 Membership may be Reinstated

Membership which has been discontinued under this Clause 16 may be reinstated at the discretion of the Board of Management, upon such conditions as it deems appropriate.

16.6 Discontinuous by Breach

(a) Membership of the Association may be discontinued by the Board of Management if the Member:

(i) is convicted of a Serious Offence (as defined in relevant SLSA policies);

(ii) is in breach of any Clause of this Constitution, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the By-Laws or any resolution or determination made or passed by the Board of Management or any duly authorised Committee; or

(iii) conducts him or herself in a way considered to be injurious or prejudicial to the Objects, character or interests of the Association.

(b) Subject to this Constitution, membership shall not be discontinued by the Board under Clause 16.6(a) without the Board of Management first giving the accused Member a reasonable opportunity to explain the breach and/or remedy this breach;

(c) Where a Member fails, in the Board of Management's view, to adequately explain or remedy the breach, that Member's membership shall be discontinued under Clause 16.6(a) by the Association giving written notice of the discontinuance.

17. DISPUTES OR GRIEVANCES, JUDICIAL AND DISCIPLINE PROCESS

17.1 Disputes Committee and Resolution of Formal Disputes Raised by Members

(a) There shall be a Disputes Committee formed for the purpose of information gathering and resolving formal disputes or grievances raised by Members of the Club;

(b) The Disputes Committee shall comprise the Disputes Officer as Chair, and an Independent Arbiter with technical and/or legal expertise to assist the mediation process;

(c) The Chair shall be appointed at the Annual General Meeting and shall make recommendations of other Appointments to their Committee to the Board of Management;

(d) If a person becomes permanently unable to fulfil his or her duties as Chair of the Disputes Committee, the position will become vacant and the Board of Management shall take any action necessary to appoint another suitably qualified person to fill the vacancy;

(e) Any Member can lodge a dispute verbally or in writing to the Dispute Committee Chair;

(f) The Dispute Committee shall evaluate the dispute to establish a clear understanding of the issues, shall seek any additional assistance or information for objectivity and due process as required, and will propose a resolution process to the parties;

(g) If the dispute involves allegations that any Member has acted in an inappropriate fashion, the Disputes Committee must ensure that the Member is given the details of the allegations and an opportunity to respond to them;

(h) As part of its investigation, the Disputes Committee shall use its best endeavours, where appropriate, to have the parties to the dispute engage in negotiation and conciliation with a view to coming to an agreed resolution;

(i) If at any stage the dispute is resolved to the satisfaction of the person lodging the dispute, the investigation will be terminated, and the Disputes Committee shall provide a report to the Board of Management outlining the details of the resolution reached between the parties;

(j) If following investigation, the dispute cannot be resolved, the Disputes Committee must provide a report to the Board of Management indicating the outcome of its investigation, its recommendations for further action in respect of the matter and, if applicable whether any Member should be referred to the Judiciary Committee for disciplinary action. If the dispute was lodged by or on behalf of a Junior Activities Member and involves a Junior Activities issue, the report is to be provided to the Junior Activities Board following consideration by the Board of Management;

(k) On receiving notice of the dispute, the Disputes Committee must use its best endeavours to provide its report to the Board of Management within 21 days or the next scheduled Board of Management meeting, whichever is the later;

(l) The Board of Management must consider any recommendations made to it by the Disputes Committee and may adopt, reject or amend the recommendations and/or approve of alternative action being taken;

(m) Any decision made by the Board of Management following consideration of the report from the Disputes Committee shall be final;

(n) In the event of a conflict of interest, the powers and responsibilities of the President under this Clause shall be exercised by the Director of Administration and Membership.

17.2 Judiciary Committee and Breach of Discipline Process

(a) There shall be a Judiciary Committee formed for determining alleged breaches of discipline by Members of the Club; such alleged breaches will usually be alleged breaches of SLSA, SLSQ or Club Codes of Conduct;

(b) The Judiciary Committee shall comprise three (3) current Members of the Club, one of whom shall be a Life Member. The Chair shall be appointed by the Board of Management;

(c) If a person becomes permanently unable to fulfil his or her duties as Chair of the Judiciary Committee, the position will become vacant and the Board of Management shall take any action necessary to appoint another qualified person to fill the vacancy;

(d) Any person who alleges that a Member of the Club has committed a breach of discipline shall provide details of the alleged breach in writing to the President;

(e) The President shall refer the allegation to the Chair of the Judiciary Committee and in consultation with the Chair, arrange for two (2) Members of the Club to make up the Judiciary Committee, together with the Chair, for investigating the allegation. In deciding which Members will join the Chair in undertaking the investigation, the President will have regard to the circumstances of the matter and any conflicts of interest (actual or perceived) that may arise if Members are selected;

(f) The Chair of the Judiciary Committee must notify the Member that the Judiciary Committee has received details of the alleged breach of discipline and indicate a time, date and place at which it will convene to determine the alleged breach. In determining a date, at least 7 days' notice must be given to the Member;

(g) The Judiciary Committee shall be entitled to determine its own rules and procedures for dealing with the matter subject only to ensuring that the Member subject to the allegation is afforded natural justice and procedural fairness. In this regard, procedural fairness includes but is not limited to being aware of the details of the allegation and having an opportunity to respond to the allegation;

(h) A Member electing to appear in person before the Judiciary Committee shall not be entitled to be represented by a legally qualified advocate. The Member may have a support person with them;

(i) The Judiciary Committee must use its best endeavours to provide its decision to the Board of Management within 21 days of receiving notice of the alleged breach or by the next scheduled Board of Management meeting, whichever is the later;

(j) If the Judiciary Committee finds that a breach of discipline has been found proven, it shall also recommend to the Board of Management an appropriate penalty, which can include but not be limited to reprimand, penalty patrol(s), undertaking voluntary work relating to Club activities, payment of restitution for property damaged, destroyed or stolen, removal from office, suspension or expulsion;

(k) The Committee shall furnish its report at the first meeting of the appointing body after the hearing is completed. That body shall either confirm the decision of the Committee or proceed according to the next succeeding paragraph;

(l) The decision and penalty of the Committee cannot be altered by the appointing body, but a two thirds (2/3) majority of those present and voting may return the reference to the Committee for further consideration or the hearing of additional evidence. The grounds of such return of the reference shall be clearly stated;

(m) Any person dissatisfied by a decision of either the Judiciary Committee or the Board of Management is entitled to exercise his or her rights to have the decision reviewed by the Sunshine Coast Branch;

(n) In the event of a conflict of interest, the powers and responsibilities of the President under this Clause and Clause 17.1 shall be exercised by the Director of Administration and Membership.

18. ANNUAL GENERAL MEETING

Annual General Meetings of the Association shall be held in accordance with the provisions of the Act and on dates and at a venue to be determined by the Board;

The Annual General Meeting of the Association must be held within six (6) months after the end of the Maroochydore SLSC Inc. Financial Year.

The date of an Annual General Meeting shall be a minimum of one (1) week prior to that of the Sunshine Coast Branch.

19. NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Member entitled to receive a notice, at the address appearing in the Register kept by the Association. The Auditor and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings;

(b) At least 21 days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

  (i) the Agenda for the meeting; and

  (ii) any Notice of Motion received from Members;

(c) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.

20. BUSINESS

(a) The business to be transacted at the Annual General Meeting must include:

  (i) Recording of attendance and apologies;

  (ii) Confirmation of Previous Annual General Meeting Minutes;

  (iii) Presentation and adoption of the Annual Report and Financial Statements;

  (iv) Presentation of the President's Report;

  (v) Presentation of the Treasurer's Report and consideration of the financial statement and audit report for the last financial year;

  (vi) Election of Officers under this Constitution;

  (vii) Formation of other Boards, including Expressions of Interest for appointment to such Committees);

(viii) Formation of Special Committees, including Expressions of Interest for appointment to such Committees;

(ix) Endorsement of Branch Councillor (President) and his/her Proxy;

(x) Appointment of Honorary Solicitor and Auditors;

(xi) Endorsement of the Loan Agreement between Maroochydore Surf Life Saving Club Inc. and the Maroochydore Surf Life Saving Supporters Association Inc.;

(xii) Endorsement of Life Members (if any);

(xiii) Affiliation with the Sunshine Coast Branch, with Surf Life Saving Queensland and Surf Life Saving Australia Ltd;

(xiv) Endorsement of Maroochydore Surf Life Saving Supporters Club Inc. as an auxiliary body of the Club;

(xv) Notices of Motion (if any); and

(xvi) General Business (as disclosed on the Agenda).

(b) The business to be transacted at the mid-year General Meeting must include Appointment of Honorary Vice-Presidents;

(c) All business that is transacted at a General Meeting, and all that is transacted at an Annual General Meeting, with the exception of those matters set down in Clause 20(a) may be non-agenda items and shall be called Special Business;

(d) No business other than that provided on the notice shall be transacted at that meeting.

21. NOTICES OF MOTION

Members shall be entitled to submit Notices of Motion for inclusion as Special Business at a General Meeting.

Notices of Motion intended to be moved at any Annual General, General or Special Meeting of the Club Council, shall be given in writing signed thereof by the Mover and Seconder, who must be Members of the Meeting to which the Notice of Motion will be referred.

The Director of Administration and Membership must receive the written Notices of Motion at least 28 clear days prior to the date of such meeting, and shall be included in the business paper on the notice calling such meeting noting that:

(a) The meeting may, by ordinary resolution, grant the Mover and Seconder leave to alter their motion, in a minor way without altering the intent of the motion. No other amendment to the motion will be accepted;

(b) A motion of which due notice has been given, if unsuccessful, cannot be resubmitted nor may any other motion having similar effect be moved at the next meeting of the Club Council or within six (6) months from the date of its rejection, unless approved by the Board of Management.

22. SPECIAL GENERAL MEETINGS

22.1 Special General Meetings may be held

The President or the Board of Management may, whenever the former or latter thinks fit, convene a Special General Meeting of the Association and, where, but for this Clause more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

22.2 Requisition of Special General Meetings

(a) Special Meetings shall be convened when directed by the President or the Board of Management, or not less than the number of eligible voting Members of the Club which equals twice the number of Members on the Board of Management plus 1;

(b) The requisition for a Special General Meeting shall state the Object(s) of the meeting; state any Motions proposed to be put to the vote at the meeting; shall be signed by the Members making the requisition; and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions;

(c) If the Director of Administration and Membership does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date;

(d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board of Management.

23. PROCEEDINGS AT GENERAL MEETINGS

23.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be such number of Voting Members that comply with Clause 11.3 that equate to twice the number of current Directors plus one (1) Member.

23.2 President to Preside

The President shall, subject to this Constitution, preside as Chair at every General Meeting except:

(a) in relation to any election for which the President is a nominee; or

(b) where a conflict of interest exists.

If the President is not present or is unwilling or unable to preside, the Members shall appoint one of the Directors to preside as Chair for that meeting only.

23.3 Adjournment of Meeting

(a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the Chair may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those Members present and entitled to vote will constitute a quorum for that meeting only;

(b) The Chair may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;

(c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting;

(d) Except as provided in Clause 23.3(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

23.4 Voting Procedure

At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before the vote is taken, required by:

(a) the Chair; or

(b) a simple majority of Members.

23.5 Recording of Determinations

Unless a secret ballot is required under Clause 23.4, a declaration by the Chair as to the outcome of the resolution by show of hands and an entry to that effect in the Minutes of the proceedings shall be conclusive evidence of the fact without proof of the number of votes cast in favour of or against the resolution.

23.6 If a Secret Ballot Required

(a) If a secret ballot is duly required under Clause 23.4 it shall be taken in such manner as the Chair directs and the result of the secret ballot shall be the resolution of the meeting at which the secret ballot was required;

(b) If a secret ballot is held, the Chair is to appoint two (2) Members who will be scrutineers to conduct the secret ballot in the way which the Chair decides;

(c) The result of a secret ballot as declared by the Chair is taken to be a resolution of the meeting of which the ballot was held. The voting count of such ballot is to remain confidential to the two scrutineers;

(d) All written ballot papers must be destroyed by the two scrutineers at the completion of the secret ballot.

24. VOTING AT GENERAL MEETINGS

24.1 Members Entitled to Vote

(a) Each Member qualified to vote under Clause 11.3, is entitled to one vote at General Meetings which, subject to this Constitution, shall be exercised by that Member;

(b) In order to be eligible to vote, a Member must be financial in the current membership year (due 01 July) for a period of at least seven (7) days before the General Meeting, Special General Meeting and/or Annual General Meeting;

(c) A financial Member at any material time is a Member who is not then indebted to the Association in respect of any annual fee or levy, or other payment whatsoever.

24.2 Casting Vote

Where voting at General Meetings is equal, the Chair may exercise a casting vote.

25. PROXY AND POSTAL VOTING

(a) Proxy voting shall not be permitted at any General Meeting;

(b) Postal or electronic voting shall not be permitted at any General Meeting;

(c) The President and Board Directors shall nominate a Proxy if unable to attend a meeting of their relevant Boards.

26. EXISTING DIRECTORS

Members of the governing or managing body (by whatever name called) of the Association in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such approval, and thereafter the positions of the President and other Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

27. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Board of Management.

27.1 Officer Expenditure

In general, Club Officials are required to commit the Club to expenditure only within the budgets set for each Club Board. In the case of any proposed expenditure, which is outside a budget, approval of the Board of Management must first be obtained before any commitment to the proposed expenditure is made by any Club Official.

Any commitments made under these provisions, if within budget, shall be submitted to the next meeting of the relevant other Board for endorsement. If it is outside of budget, the proposal is to be submitted to the Board of Management for endorsement.

Outside of these provisions, no Member of the Club shall incur any debts on behalf of the Club without written permission of the President, Director of Administration and Membership or Director of Finance and Resources.

28. COMPOSITION OF THE BOARD

28.1 Club Council

The overall responsibility for the affairs of the Club shall be vested in the Club Council, which shall consist of the Club President (Chair), elected Officers and voting Members.

28.2 Board of Management

The business of the Club shall be responsibility of the Board of Management with the exception of matters relating to Constitutional Change, Corporate Responsibilities and Authority, and major financial borrowings and strategic issues.

Recommendations only, shall be provided on such issues by the Board of Management to Club Council. The Board of Management shall consist of the elected Officers of the Club, namely:

(a) President;

(b) Deputy President;

(c) Director of Finance and Resources / Treasurer;

(d) Director of Administration & Membership / Secretary;

(e) Director of Surf Life Saving;

(f) Director of Surf Sports;

(g) Director of Marketing and Promotion; and

(h) Director of Junior Activities.

28.3 Staff and Employees

Staff may be engaged to assist in the provision of Club services as provided for in By-Law 12 and may include:

(a) A General Manager whose role shall be set forth in the Club By-Laws. The duties and responsibilities required of the General Manager and all other staff are to be set out in their Role Descriptions;

(b) The General Manager shall attend, as required, Club Council and Board of Management Meetings;

(c) Other employees as determined from time-to-time by the Board of Management.

28.4 Order of Authority, Composition of the Board and Other Matters of Governance

Whilst it is accepted that the foregoing represents and act for and on behalf of the Club, the order of authority is:

(a) Club Council;

(b) Board of Management;

(c) President;

(d) Director of Administration and Membership.

28.5 Inferior Boards

(a) The Boards of Administration and Membership, Finance and Resources, Surf Life Saving, Surf Sports, Marketing and Promotion and Junior Activities are the 'Inferior Boards' of Maroochydore Surf Life Saving Club;

(b) Board Chairs must convene meetings of their Plenary Boards on at least three (3) occasions in each year;

(c) An Inferior Board must meet in Plenary session at the start of each season. It may resolve to meeting in Plenary session throughout the season;

(d) Board Chairs may, at other times as required, convene meetings of their Executive Board;

(e) An Inferior Board meeting, whether Plenary or Executive, must nevertheless be convened before each Board of Management meeting, so that Minutes and/or Reports can be furnished by each Board Chair to each Board of Management meeting.

28.6 Special Committees

The Board of Management shall appoint the Chair of any Special Committee. If the Board of Management considers it appropriate to further the Objects, it may allocate Directors to special committees, with specific responsibilities, as determined in the discretion of the Board. Special Committees may include:

(a) Building Committee;

(b) Carnival Committee;

(c) Surf Girl Committee;

(d) Paid Staff Review Committee;

(e) Mal Pratt Youth Foundation Committee;

(f) Maroochydore SLSC - Shimoda LSC Exchange Program Committee;

(g) Risk and Safety Committee.

28.7 Right to Co-Opt

The Board of Management may co-opt any person with appropriate experience or expertise to assist the Board in respect of such matters and on such terms as the Board thinks fit. Any person so co-opted shall not be a Director, and shall not exercise the rights of a Director, but shall act in an advisory role only.

28.8 Appointment of Branch Councillor

(a) The Councillor to the Branch shall be the Club President and shall be elected annually at the Annual General Meeting of the Club. All Councillors shall be endorsed at the commencement of the Annual General Meeting of the Branch;

(b) No Councillor shall be entitled to represent more than one (1) Club at the same time;

(c) The Councillor shall hold office until the appointment of his successor, provided that he may resign or may be removed from the Office by Club Council, in which case the Club may submit to the Branch the name of a replacement.

29. ELECTION OF OFFICERS AND APPOINTMENT OF OTHER PERSONS

29.1 Nominations of Candidates

(a) Any Member who signs the Nomination Form (Nominee, Nominator and Seconder) must be a current Financial Member or otherwise the nomination will not be accepted;

(b) Nominations for candidates to be elected to the Board of Management shall be called for by the Association at least 21 days prior to the Annual General Meeting and shall be published to the Members at least seven (7) days before that date;

(c) When calling for nominations the Association shall also provide details of the necessary qualifications including the requirements under the Act and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Board of Management from time to time;

(d) Nominations of candidates for election as Officers (including the President) shall be:

  (i) made in writing, signed by two Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and

  (ii) delivered to the Association not less than 14 days before the date fixed for the holding of the Annual General Meeting, and the Association shall send the nominations to the Members entitled to receive notice under this Constitution together with the agenda for that General Meeting.

(e) nominations for Officers and Advisors shall be communicated to the Members at least seven (7) days before the Annual General Meeting date by posting on Club notice board, electronic notice and/or mail out to Members.

29.2 Election of Officers

(a) If the number of nominations for Elected Positions received is equal to the number of vacancies to be filled, the persons nominated shall be declared by the Chair as elected;

(b) Where a nomination for an Elected Position has been received after the closing date for acceptance of nominations; and no other nomination for that position has been received; the late nomination shall be put to the Club Council for voting or rejection;

(c) If the number of nominations for Elected Positions exceeds the number of vacancies to be filled, voting papers shall be prepared on the prescribed form. Nominees shall address the Club Council for a prescribed time determined by the Chair;

(d) At the completion of the Election of Officers herein referred to, the President will call for Members to place before the Annual General Meeting expressions of interest in vacant positions. Appointment shall be referred to the relevant Board so that the Board may consider appointing those interested persons. At the completion of its first meeting the relevant Board Director shall provide the list of appointees for ratification at the Board of Management.

29.3 Persons who shall be Elected

The following Officers shall be elected at the Annual General Meeting by secret ballot:

(a) Board of Management

- President
- Deputy President
- Director of Administration and Membership
- Director of Finance and Resources
- Director of Surf Lifesaving
- Director of Surf Sports
- Director of Marketing and Promotion
- Director of Junior Activities

(b) Board of Administration and Membership

- Youth Development Officer
- Member Research Officer/Minutes Secretary
- Member Safety and Wellbeing Officer
- Life Member Representative

(c) Board of Finance and Resources

- Finance Officer to liaise with and provide advice to the Boards of Surf Sports and Junior Activities
- Finance Officer to liaise with and provide advice to the Boards of Surf Life Saving, Administration and Membership and Marketing and Promotion
- Life Member Representative

(d) Board of Surf Life Saving

- Deputy Director of Surf Life Saving
- Chief Training Officer
- IRB Officer
- First Aid Officer
- Patrol Communication Officer
- Patrol Equipment Officer
- Safety Officer
- Life Member Representative

(e) Board of Surf Sports

- Team Manager
- Life Member Representative/Selection Ombudsman
- Surf Sports Advisor: Coordination and Promotion/Minute Secretary
- Surf Sports Advisor: Communication and Promotion
- Surf Sports Advisor: Performance and Development
- Beach Captain
- Surf Boat Captain
- Swim Captain
- Board Captain
- Ski Captain
- Lifesaving Sport Advisor
- Masters Liaison Advisor
- Officials Advisor

(i) Surf Sports Selection Committee

- Director of Surf Sports
- Team Manager
- Selector (appointed by BoSS)
- Selection Ombudsman

(f) Board of Marketing and Promotion

- Events Officer
- Media Liaison Officer
- Club Clothing Officer
- Life Member Representative

(g) Board of Junior Activities: Executive Committee

- Deputy Chair
- Parent Liaison Coordinator/Minutes Secretary
- Junior Activities Skills Coaching Coordinator
- Junior Activities Awards Training Officer
- Junior Activities Finance Officer
- Junior Activities Team Manager
- Life Member Representative

(i) Board of Junior Activities: Plenary Board

- Water Safety Officer
- Gear Steward
- Officials Liaison Officer
- Age Manager (U6)
- Age Manager (U7)
- Age Manager (U8)
- Age Manager (U9)
- Age Manager (U10)
- Age Manager (U11)
- Age Manager (U12)
- Age Manager (U13)
- Age Manager (U14)

(ii) Junior Activities Selection Committee

- Director of Junior Activities
- Junior Activities Team Manager
- Selector (appointed by BoJA)
- Selection Ombudsman

29.4 Appointment of Advisors and Other Persons

(a) All Applicants for other positions shall lodge an Expression of Interest delivered to the Association not less than 14 days before the date fixed for the holding of the Annual General Meeting;

(b) Appointment shall be by simple majority of those present and entitled to vote;

(c) Nominations for appointment to Honorary Solicitor, Club Auditors and Honorary Vice-Presidents need not be in writing and may be by invitation;

(d) At the completion of the Appointments herein referred to, the President will call for Members to place before the Annual General Meeting expressions of interest in vacant positions. Appointment shall be referred to the relevant Board so that the Board may consider appointing those interested persons. At the completion of its first meeting the relevant Board Director shall provide the list of appointees for ratification at the Board of Management.

29.5 Persons who shall be Appointed

The following persons shall be appointed annually at the Annual General Meeting:

(i) Honorary Solicitor
(ii) Club Auditors
(iii) Honorary Vice-Presidents
(iv) Disputes Committee Chair (Grievance Officer)
(v) Judiciary Committee Chair
(vi) Mal Pratt Youth Foundation Chair
(vii) Shimoda LSC Exchange Liaison Advisor
(viii) Club Historian
(ix) Canteen Coordinator

29.6 Other Persons to be Appointed

The following persons shall be appointed by the relevant Board:

(a) Finance and Resources

- Collections Advisor
- Grants Advisor

(b) Administration and Membership

- Surf Life Saving Member Development Advisor
- Surf Sports Member Development Advisor
- Junior Activities Member Development Advisor

(c) Marketing and Promotions

- Carnival Coordinator
- Junior Activities Clothing Advisor

(d) Junior Activities

- Water Skills Coach
- Beach Skills Coach
- Board Skills Coach

29.7 Voting procedures

Only Active, Reserve Active, Long Service, Life Members and Members elected to office or a position which is provided with voting rights by the Club Constitution shall have one (1) vote at a General Meeting which, subject to this Constitution, shall be exercised by that Member.

(a) To be eligible to vote the Member must:

(i) hold a current financial membership; and

(ii) be present to vote at a General Meeting or Annual General Meeting.

(b) The election of Officers and voting on Motions shall be conducted by secret ballot;

(c) The President shall appoint two (2) scrutineers for the above selection process from the Life Members;

(d) The Ballot papers shall immediately be destroyed by the scrutineers. The ballot count shall not be revealed by the scrutineers;

(e) The result of the ballot is to remain confidential until declared to the membership at the General Meeting.

29.8 Term of Office of Directors

(a) All Directors and Officers shall be elected for a one (1) year term.

30. VACANCIES OF DIRECTORS

30.1 Grounds for Termination of Office of Director

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

(a) dies;

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally;

(c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;

(d) resigns his office in writing to the Association;

(e) is absent without notification, valid reasons and the consent of the Board from three (3) consecutive meetings of the Board;

(f) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Association;

(g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his/her interest;

(h) is removed by Special Resolution;

(i) has been expelled or suspended from membership (without further recourse under this Constitution or the SLSQ Constitution); or

(j) would otherwise be prohibited from being a Director of a Corporation under the *Corporations Act 2001 (Cth)*.

30.2 Remaining Directors May Act

In the event of a casual vacancy or vacancies for the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

30.3 Casual Vacancy

(a) In the event of a casual vacancy in the office of any Director, the Board of Management may appoint a Member to the vacant office and the person so appointed may continue in office up to the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired;

(b) If the Board of Management appoints the person, then it shall require endorsement by the Council at the first General Meeting.

30.4 No right of appeal

(a) A Director has no right of appeal against their removal from office under Clause 31.

31. MEETINGS OF THE BOARD OF MANAGEMENT

31.1 Board to Meet

(a) The Board shall meet each month in every calendar year as required by the Act for the dispatch of business, and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit;

(b) A Director may at any time convene a meeting of the Board of Management within a reasonable time and upon reasonable notice given.

31.2 Decisions of Board

(a) Subject to this Constitution, questions arising at any meeting of the Board of Management shall be decided by a majority of votes and a determination of a majority of Directors shall be deemed a determination of the Board;

(b) All Directors shall have one vote on any question. The Chair may exercise a casting vote where voting is equal.

31.3 Resolutions not in Meeting

(a) A resolution in writing, signed or assented to by any form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors;

(b) Without limiting the power of the Board of Management to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the Directors is

not physically present at the meeting, provided that all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;

(c) Notice of the meeting shall be given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or the Club Constitution and such notice specifies that Directors are not required to be present in person:

(i) in the event that a failure in communications prevents Clause 31.3(b)(i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Clause to be held then the meeting shall be suspended until Clause 31.3(b)(i**)** is satisfied. If such condition is not satisfied within one half-hour from the interruption the meeting shall be deemed to have terminated or adjourned; and

(ii) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

31.4 Quorum

At meetings of the Board of Management the number of Directors whose presence is required to constitute a quorum is half the Directors plus one.

31.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than 7 days oral or written notice of the meeting of the Board of Management must be given to each Director.

31.6 Conflict of Interest

(a) A Director shall declare his/her interest in any contractual, selection, disciplinary or other matter in which a conflict of interest arises or may arise and shall unless otherwise determined by the Board absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter;

(b) In the event of uncertainty as to whether it is necessary for a Director to absent themselves from discussion or refrain from voting, the issue should be immediately determined by vote of the Board of Management, or if this is not possible, the matter shall be adjourned or deferred;

(c) All disclosed interests must be submitted to the Annual General Meeting in accordance with the Act.

32. DELEGATIONS

32.1 Board may Delegate Functions

The Board of Management may by instrument in writing create or establish or appoint from amongst its own Members, or otherwise, special committees, sub-committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines.

32.2 Delegation by Instrument

The Board of Management may in the establishing instrument delegate such functions as are specified in the instrument, other than:

(a) this power of delegation; and

(b) a function imposed on the Board of Management by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

32.3 Delegated Function Exercised in Accordance With Terms

A function, the exercise of which has been delegated under this Clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

32.4 Procedure of Delegated Entity

(a) The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under Clause 31;

(b) The entity exercising delegated powers shall make decisions in accordance with the Objects and shall promptly provide the Association with details of all material decisions and shall provide any other Reports, Minutes and Information as the Association may require from time to time.

32.5 Delegation may be Conditional

A delegation under this Clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

32.6 Revocation of Delegation

The Board of Management may by instrument in writing, revoke wholly or in part any delegation made under this Clause and may amend or repeal any decision made by such body or person under this Clause.

33. BY-LAWS

33.1 Board to Formulate By-Laws

The Board may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Association, the advancement of the Objects and surf lifesaving in Maroochydore as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, the Branch Constitution, the SLSQ Constitution, the SLSA Constitution and any regulations or By-Laws made by the Branch, SLSQ or SLSA. If any By-Laws are inconsistent with the SLSQ or SLSA Constitution and Regulations, the By-Laws shall be null and void and will be inapplicable.

33.2 By-Laws Binding

All By-Laws made under this Clause shall be binding on the Association and Members of the Association.

33.3 By-Laws Deemed Applicable

All Clauses, By-Laws and Regulations of the Association in force at the date of the approval of this Constitution insofar as such Clauses, By-Laws and Regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this Clause.

33.4 By-Laws to be Reviewed by the Board

All By-Laws shall be reviewed every four (4) years by the Board of Management.

33.5 Notices Binding on Members

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members of the Association by means of Notices approved and issued by the Board.

34. FUNDS, RECORDS AND ACCOUNTS

34.1 Source of Funds

The Board will determine the sources from which the funds of the Association are to be or may be derived and the manner in which such funds are to be managed.

34.2 Association to Keep Records

The Association shall establish and maintain proper Records and Minutes concerning all transactions, business, meetings and dealings of the Association and the Board of Management and shall produce these for verification at each Board or General Meeting.

34.3 Records Kept in Accordance with Act

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Board of Management.

35.4 Association to Retain Records

The Association shall retain such records for 7 years after the completion of the transactions or operations to which they relate.

34.5 Board to Submit Accounts

The Board of Management shall submit to the Members at the Annual General Meeting the Statements of Account of the Association in accordance with this Constitution and the Act.

34.6 Accounts Conclusive

The Statements of Account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within 3 months after such approval or adoption.

34.7 Accounts to be sent to Members

The Board of Management shall cause to be sent to all persons entitled to receive Notice of the Annual General Meetings in accordance with this Constitution, a copy of the Statements of Account, the Board's Report, the Auditor's Report (if any) and every other document required under the Act (if any).

34.8 Negotiable Instruments

(a) All monies shall be banked as soon as practicable after receipt thereof;

(b) All amounts of $100 or over shall be paid by electronic transfer or by cheque signed or authorised by any two of the following: President, Club Secretary, Club Treasurer or other Member authorised from time to time by the Board;

(c) Cheques shall be crossed "Not Negotiable" except those in payment of wages, allowances or petty cash recoupment which may be open;

(d) The Board of Management shall determine the amount of petty cash, which shall be kept on hand;

(e) All expenditure shall be approved or ratified at a Board of Management meeting.

34.9 Members' Access to Books, General Meeting Minutes and other Documents

(a) Members of the Association may apply to the Board of Management to access the financial records, books, securities and other relevant documents of the Association. Upon receiving such a request, the Board of Management may, at its absolute discretion, decide to permit or refuse the request. If the Board of Management permits the request, it may impose conditions upon the Member's access;

(b) Members of the Association may request through the Club Secretary access to Minutes of a particular general meeting (Annual or Special). Upon receiving such request, the Club Secretary shall organise a mutually agreed time and place for inspection of the requested Minutes.

35. AUDITOR

(a) A properly qualified Auditor or Auditors shall be appointed by the Association in General Meetings. The Auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the Corporations Act 2001 (Cth*)* and generally accepted principles, and/or any applicable Code of Conduct. The Auditor may be removed by the Association in General Meetings;

(b) The accounts of the Association shall be examined, and the correctness of the profit and loss accounts and balance sheets ascertained by an Auditor or Auditors at the conclusion of each Financial Year.

36. NOTICE

36.1 Manner of Notice

(a) Notices may be given to any person entitled under this Constitution to receive any Notice by sending the Notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address;

(b) Where a Notice is sent by post, service of the Notice shall be deemed to be effected by properly addressing, prepaying and posting the Notice. Service of the Notice is deemed to have been effected seven (7) days after posting;

(c) Where a Notice is sent by facsimile transmission, service of the Notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent;

(d) Where a Notice is sent by electronic mail, service of the Notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

36.2 Notice of General Meeting

Notice of every General Meeting shall be given in the manner authorised in this Constitution.

37. SEAL

37.1 Form of Seal

The form of the Seal shall be as set out in the first part of Appendix 'A' of this Constitution but together with the words "Maroochydore Surf Life Saving Club Inc." around its perimeter and the words "The Common Seal of" in its centre.

37.2 Safe Custody of Seal

The Board of Management shall provide for safe custody of the Seal.

37.3 Affixing Seal

The Seal shall only be used by authority of the Board of Management and every document to which the Seal is affixed shall be signed by two (2) Members of the Board of Management, one of whom shall be the President.

38. INTELLECTUAL PROPERTY (BADGES AND COLOURS)

38.1 Club Emblem

(a) The Club Emblem shall be worn only by accredited representatives and Members of teams who are selected or approved by Board of Management and shall be to the design appearing in Appendix "A" of the Constitution;

(b) Such an emblem shall be obtained only on the written order of the General Manager/Director of Administration and Membership and/or Director of Marketing and Promotion. Such written order shall detail the lettering to be embroidered/printed beneath the emblem.

38.2 Membership Badge

The Club Membership Badge shall be available each season to Members on attainment of their Bronze Medallion or other Patrol Awards, and shall be to the design appearing in Appendix "A".

38.3 Club Colours

The Club Colours shall be Royal Blue, Black and White.

38.4 Life Membership Badge, Tie and Pin

(a) The Club Life Membership Badge shall be presented by the Club to each duly elected Life Member and shall be to the design appearing in Appendix "A"; and

(b) Male Life Members will also be awarded a Life Membership tie, whereas female Life Members will be awarded a Gold Swan Pin and shall be to the design appearing in Appendix “B”.

39. ALTERATION OF CONSTITUTION

The Constitution of the Association shall not be altered except by Special Resolution in accordance with the Act, and in compliance with all other procedures under the Act (if any).

40. INDEMNITY

40.1 Directors to be indemnified

Every Director, Officer, Auditor, Manager, Employee or Agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by their capacity as Director, Officer, Auditor or Agent in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which he/she is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him/her by the Court.

40.2 Association to Indemnify Directors

The Association shall indemnify its Directors, Officers, Managers and Employees against all damages and costs (including legal costs) for which any such Director, Officer, Manager or Employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

(a) in the case of a Director or Advisor, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and

(b) in the case of an employee, performed or made in the course of, and within the scope of his employment by the Association.

41. DISSOLUTION

(a) Subject to Clauses 8 and 9, the Association may be wound up in accordance with the provisions of the Act;

(b) The Club shall be dissolved only with the consent of 75% of the Directors and Officers and voting Members present at a Special General Meeting called for that purpose, notice of which must be posted to Officers and Members at least 28 days prior thereto, and advertised in the major regional newspaper in each centre under the control of the Sunshine Coast Branch, at least once in each of the two (2) consecutive weeks immediately preceding such meeting.

APPENDIX “A”

THE COMMON SEAL

CLUB EMBLEM

MAROOCHYDORE
SURF LIFE SAVING CLUB

MAROOCHYDORE SLSC
COLOUR PALLET

Primary Blue
C99 M80 Y0 K5
R12 G73 B154

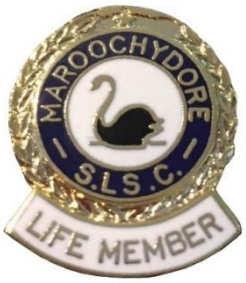
PANTONE 287 C

Trade Mark 812323

MAROOCHYDORE
SURF LIFE SAVING CLUB

MEMBERSHIP BADGE (ACTIVE MEMBERS)

APPENDIX “B”

LIFE MEMBER BADGE	
LIFE MEMBER TIE (MALE)	
LIFE MEMBER PIN (FEMALE)	